

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

AMAZON.COM, INC., a Delaware
corporation; and AMAZON.COM SERVICES
LLC, a Delaware limited liability company,

Plaintiffs,

v.

PROLOY PONDIT; and DOES 1-20, d/b/a
Bigboostup.com,

Defendants.

No. 2:24-cv-1756

**COMPLAINT FOR DAMAGES AND
EQUITABLE RELIEF**

COMPLAINT

Plaintiffs Amazon.com, Inc. and Amazon.com Services LLC (collectively, “Amazon”) bring this action against Defendant Proloy Pondit and Does 1-20 (collectively, “Defendants”), who were responsible for the website Bigboostup.com (“BigBoostUp” or “Website”). Through the Website, Defendants sold fake five-star product reviews to bad actors for publication on the bad actors’ product listing pages in the Amazon.com store (“Amazon Store”). Defendants also targeted their fake review and fake content services at other companies, including Google LLC (“Google”). Google is concurrently filing a parallel action in the Northern District of California against Defendants arising from their sale of fake reviews for publication on Google’s map and business listing services, including Google search and Google Maps.

1 Amazon and Google are bringing parallel actions in order to recover damages against
2 Defendants, disgorge Defendants' illicit profits, stop any of Defendants' continuing illicit
3 services, and prevent Defendants from engaging in illicit conduct in the future. Specifically,
4 these parallel actions seek to stop BigBoostUp from reengaging in deceptive operations, and
5 prevent Defendants from selling and publishing fake reviews and other fake content targeting
6 Amazon's stores, Google business listing services, and other legitimate companies and
7 organizations.

8 I. SUMMARY

9 1. Every day, millions of customers who shop in Amazon's stores use product
10 reviews, seller feedback, and other content to assist with purchasing decisions. Product reviews
11 describe a product's quality, function, or usefulness, among other things. Customers can also
12 review their fulfilment experience with sellers by providing ratings and comments under "seller
13 feedback." Seller feedback is intended to cover the experience provided by sellers, in terms of
14 reliability, quality, and overall order experience.

15 2. Customer trust in Amazon's stores depends, in part, on the authenticity of those
16 reviews, seller feedback, and other content. Bad actors who pay for product reviews, seller
17 feedback, and other content erode that customer trust, seek to gain an advantage over the
18 millions of entrepreneurs who sell in Amazon's stores, and tarnish Amazon's brand.

19 3. Amazon devotes extensive efforts to combat product reviews, seller feedback, and
20 other content that are false, inauthentic, or incentivized ("fake reviews," "fake feedback," and
21 "fake content"). Incentivized reviews, feedback, and other content that are not identified as such
22 are inherently false and misleading because they are motivated by compensation, withhold that
23 key information from customers, and therefore are likely to mislead customers into believing
24 they are from unbiased and independent customers.

25 4. Despite Amazon's efforts, fake reviews, fake feedback, and other fake content
26 persist because schemes like offering free products in exchange for five-star reviews, fake
27 feedback, and other fake content are organized and orchestrated largely on third-party websites

such as BigBoostUp, or in dedicated groups on social media sites, as opposed to within Amazon's stores where the fake reviews, fake feedback, and other fake content are ultimately posted.

5. Defendants are fully aware that they were facilitating services that were unfair to Amazon's selling partners, to customers, and to Amazon itself. Under the heading "Buy Amazon reviews," Defendants advertised that they would provide fake five-star reviews at prices ranging from \$60 (USD) for one fake review, to \$2,680 (USD) for fifty fake reviews. Defendants falsely claimed that their fake product reviews are "100% Real."



Buy Amazon Reviews

Buy Amazon reviews



\$60.00 – \$2,680.00

Select options

6. On information and belief, Defendants or their agents used Amazon customer accounts that they controlled to purchase the bad actors' products and then posted the fake product reviews on the bad actors' product listing pages in Amazon's stores. On further

information and belief, Defendants required that bad actors reimburse them for the purchase price of the bad actors' products in addition to paying Defendants' fee.

7. Defendants advertised that they "use [their] network of verified customers who have purchased the product to provide verified reviews." They further stated that their fake reviews were "100% unique and SEO optimized to increase [the bad actor's] product visibility on Amazon." Despite Defendants' claim to provide "real reviews" from "verified customers," it is clear that Defendants controlled the fake reviews that were published. For example, Defendants promised that "each [customer] profile" that leaves a fake review "is verified or created using a dedicated email" to give the false appearance of authenticity. Defendants further assured bad actors that "no fake bots" were used to post the fake reviews.

8. Defendants advertised that their service was "100% Safe," and that it came with a "100% Satisfaction Guarantee," a "100% Money Back Guarantee," and a "Recovery Guarantee." Defendants' assurances were intended to convey to bad actors that the fake product reviews that Defendants published would not be detected and removed by Amazon. Indeed, Defendants promised bad actors that "[w]ith our reviews, you can be sure that the reviews are genuine and will not be removed by Amazon."

Our service-

- ✓ 100% Safe Service
- ✓ Quality review service
- ✓ Never drop the rating
- ✓ 100% Satisfaction Guarantee
- ✓ Top social service provider.
- ✓ Recovery Guarantee
- ✓ 100% Money Back Guarantee
- ✓ very fast delivery
- ✓ 24/7 Customer Support

9. Defendants knew and intended that their illicit business of selling fake product reviews would improperly manipulate the published ratings and rankings of products listed for sale in Amazon's stores, resulting in the deception of Amazon's customers and the erosion of

1 customer trust in Amazon's stores. For example, in the "Frequently asked questions" section of
2 the Website, Defendants posed the question: "How do reviews affect product rankings on
3 Amazon?" In response, Defendants stated: "You can get much higher ratings and rank higher in
4 search results." Defendants also assured bad actors that their fake five-star reviews would "never
5 drop [i.e., lower] the [bad actors' product] rating." Defendants similarly emphasized to bad
6 actors that "[i]f you want to get an edge over the competition, buying reviews on Amazon is one
7 of the most effective ways to do this," and explained that "Amazon reviews play a huge role in
8 changing customers' minds and whether [customers] buy" the bad actors' products. Defendants
9 promised that their fake reviews service would "improve [bad actors'] product ratings" and help
10 bad actors "grow [their] sales."

11 If you want to get an edge over the competition, buying reviews on Amazon is
12 one of the most effective ways to do this. Amazon reviews play a huge role in
13 changing customers' minds and whether they buy. It has been reported that
14 products with reviews usually have a higher conversion rate, which is why
15 many businesses are now looking to buy Amazon reviews as part of their
16 marketing strategy. you can improve product ratings on Amazon shop
Amazon reviews. Amazon Product Reviews (Verified) Increase your chances
of selling on Amazon. So buy Amazon Review at a low price and grow your
sales.

17 10. Defendants also knew that Amazon has contractual prohibitions and policies
18 against fake product reviews and other fake content, and therefore understood that they were
19 incentivizing reviewers and bad actors operating Amazon selling accounts to violate their
20 contracts with Amazon. For example, Defendants admitted on the Website that "[b]uying
21 Amazon reviews or misleading reviews is strictly prohibited and can have serious
22 consequences." Defendants further acknowledged that "fake or motivated reviews can damage a
23 product's reputation and Amazon customers' trust in the platform." Finally, Defendants stated
24 that "[s]ellers who practice buying or selling reviews risk serious consequences, including
25 suspension of their Amazon account, loss of their selling privileges, and even legal action."

26 11. Defendants were actively deceiving Amazon's customers and tarnishing
27 Amazon's brand for their own profit, as well as for the profit of bad actors who purchased their

1 services. Through their actions, Defendants intentionally misled and harmed Amazon, its
2 customers, and its selling partners. Amazon is bringing this action to protect its customers and
3 selling partners from this misconduct by stopping Defendants from resuming their fake product
4 review scheme.

5 12. Defendants deactivated the Website shortly before this Complaint was filed. On
6 information and belief, Defendants may be continuing their fraudulent activities through other
7 means.

8 13. In this action, Amazon brings claims for violations of the Washington Consumer
9 Protection Act (RCW Ch. 19.86) and Washington common law.

10 II. PARTIES

11 14. Amazon.com, Inc. is a Delaware corporation with its principal place of business
12 in Seattle, Washington. Amazon.com Services LLC is a Delaware limited liability company with
13 its principal place of business in Seattle, Washington. Amazon.com Services LLC owns and
14 operates the Amazon Store, and Amazon's affiliates own and operate equivalent international
15 stores and websites.

16 15. On information and belief, Proloy Pondit resides in Dhaka, Bangladesh. On
17 further information and belief, Mr. Pondit is responsible for maintaining, operating, and/or
18 controlling BigBoostUp, and for facilitating the deceptive activities described in this Complaint.

19 16. Defendants sued as Does 1-20 own, operate, or maintain BigBoostUp, or are
20 otherwise responsible for BigBoostUp's operations. Amazon is unaware of the true names and
21 capacities of Defendants sued as Does 1-20, and therefore Amazon sues these Defendants by
22 such fictitious names. Amazon will amend this Complaint to allege their true names and
23 capacities when ascertained. On information and belief, each of the fictitiously named
24 Defendants, along with the named Defendant, are responsible in some manner for the
25 occurrences alleged in this Complaint and Amazon's injuries were proximately caused by said
26 Defendants. On further information and belief, each of the fictitiously named Defendants reside
27 outside of the United States and are not citizens of the United States. Specifically, Amazon

believes, based on its investigation to date, that one or more individuals likely in Bangladesh are responsible for the Website's activities.

III. JURISDICTION AND VENUE

17. There is complete diversity of citizenship between all Plaintiffs and all Defendants in this matter, as described above. The amount in dispute in this action, exclusive of interest and costs, exceeds the sum of \$75,000, including Amazon's actual damages, reasonable attorneys' fees, and the value of the injunctive relief it is seeking. Therefore, this Court has subject matter jurisdiction over this dispute by virtue of 28 U.S.C. § 1332.

18. This Court has personal jurisdiction over Defendants, all of whom conducted business activities in and directed to Washington and are primary participants in tortious acts in and directed to Washington. Defendants affirmatively undertook to manipulate reviews, ratings, and rankings related to products sold in stores operated by Amazon, a corporation with its principal place of business in Washington.

19. Defendants' acts deceived customers who purchased products in the Amazon Store and harmed Amazon. Defendants knowingly committed or facilitated the commission of tortious acts in and directed to Washington and have wrongfully caused Amazon substantial injury in Washington. On information and belief, Defendants marketed their services to bad actors based in Washington, and their services have deceived customers based in Washington.

20. Personal jurisdiction is also proper in this Court because Defendants consented to exclusive jurisdiction in the state and federal courts of King County, Washington, when they (or their agents) agreed to Amazon's Conditions of Use¹ in order to create customer accounts, and again each time they logged into or made purchases with those accounts or posted content in the Amazon Store, among other activities. The Conditions of Use contain a Washington forum selection clause that states: "Any dispute or claim relating in any way to your use of any Amazon Service will be adjudicated in the state or Federal courts in King County, Washington, and you

¹ "Conditions of Use,"

<https://www.amazon.com/gp/help/customer/display.html?nodeId=GLSBYFE9MGKKQXXM> (accessed Oct. 28, 2024).

1 consent to exclusive jurisdiction and venue in these courts.”² The Conditions of Use also contain
2 a Washington choice-of-law provision.³

3 21. Venue is proper in this Court pursuant to 28 U.S.C § 1391(b) because a
4 substantial part of the events giving rise to the claims occurred in this District. Venue is also
5 proper because Defendants consented to exclusive venue in King County, Washington, when
6 they (or their agents) agreed to Amazon’s Conditions of Use in order to create customer accounts
7 and post content in the Amazon Store, among other activities.

8 22. Pursuant to Local Civil Rule 3(e), intra-district assignment to the Seattle Division
9 is proper because the claims arose in this Division, where (a) Amazon resides, (b) injuries giving
10 rise to suit occurred, and (c) Defendants directed their unlawful conduct.

11 **IV. AMAZON’S PRODUCT REVIEW AND SELLER FEEDBACK SYSTEMS.**

12 23. Amazon pioneered online product reviews over 25 years ago, and Amazon’s
13 stores are now home to billions of unique reviews. Reviews and other content provide a forum
14 for customers to share authentic opinions about products—positive or negative. As long as
15 Amazon’s customers abide by Amazon’s Community Guidelines,⁴ which prohibit illegal,
16 obscene, infringing, and other abusive reviews, they may review and rate any product available
17 in Amazon’s stores, as well as vote on the helpfulness of such reviews, pose questions and
18 answers about a product, and provide seller feedback. Amazon does not remove reviews and
19 other content if they are critical of the product; Amazon believes all helpful information relevant
20 to a product can inform its customers’ buying decisions. Honest and unbiased reviews and other
21 content allow customers to trust that they can shop with confidence in Amazon’s stores, and
22 reviews also help fulfill Amazon’s mission to be Earth’s most customer-centric company. In
23
24

25 ² *Id.*

26 ³ *Id.*

27 ⁴ “Community Guidelines,”

<https://www.amazon.com/gp/help/customer/display.html?nodeId=GLHXEX85MENUE4XF> (accessed Oct. 28, 2024).

short, Amazon takes the integrity and authenticity of its product reviews, seller feedback, and other content very seriously.

24. Amazon encourages its customers to review products available in its stores. Amazon displays these reviews on the detail pages for the products. Customers rely on these reviews to make informed purchasing decisions. Customers trust that these reviews will be honest, authentic, and unbiased.

25. Each product review is comprised of a “star rating” that ranges from one star to five stars and can also include textual comments and product images or video. Amazon compiles these product reviews, summarizes the compiled star ratings, and displays those results alongside the listed product for shoppers to see while they are shopping. An example of product reviews for the Amazon Echo follows:

All-new Echo (4th Gen) | With premium sound, smart home hub, and Alexa | Charcoal

Brand: Amazon

★★★★★ 37,955 ratings | 816 answered questions

Amazon's Choice for "alexa"

 Climate Pledge Friendly

List Price: \$99.99

Price: **\$79.99** ✓prime

or 5 monthly payments of \$16.00

You Save: **\$20.00 (20%)**

May be available at a lower price from other sellers, potentially without free Prime shipping.

In Stock.



Sean M

**The sound quality is impressive**

Reviewed in the United States on February 25, 2021

Color: Charcoal | Configuration: Echo | **Verified Purchase**

While I wouldn't replace our home theater system with this, the sound quality is REALLY good. For us that was a side benefit. Our smart home controller had been down for some days (the company's viability is in question now) and through some research I learned that this level of Echo had some of the capability to fill that void. Win/win for us as we have at least one of the Alexa products in every room of the house.

Helpful

Report abuse



Reginald A. Tucker

**Great! Personal assistant**

Reviewed in the United States on February 24, 2021

Color: Charcoal | Configuration: Echo | **Verified Purchase**

I love it

Helpful

Report abuse



Korey mahanay

**Goooooooooooooood sound**

Reviewed in the United States on February 24, 2021

Color: Twilight Blue | Configuration: Echo | **Verified Purchase**

Absolutely amazing sound quality

Helpful

Report abuse

26. In addition to posting product reviews, customers can also “vote” on others’ reviews by marking them “Helpful.” At the bottom of a displayed product review, there is a button that a customer can select titled “Helpful.” By marking a review “Helpful,” a customer indicates the review was helpful in their purchasing decision. Each review on a product listing page indicates how many customers marked the review “Helpful.” “Helpful” votes on a review increase the review’s ranking, meaning the more “Helpful” votes on a review, the further up that review will appear on a product listing page, and the more likely a customer is to read that review.

27. Above the reviews on a product listing page is a section titled “Customer questions & answers.” Amazon customers can post questions about the product being offered, and either the seller or another Amazon customer can then answer the questions. Like product reviews, customers may also “vote” on questions to indicate whether or not the information is helpful, using buttons to vote a question “up” or “down.” A question may appear higher or lower on the product listing page, depending on the number of “up” and “down” votes the question has.

28. Amazon also gives customers the opportunity to provide a more general evaluation of the customer's order and fulfillment experience with a particular seller by providing a seller feedback rating. To leave a feedback rating for a seller, a customer must purchase a product from the seller. After making a purchase, customers can leave feedback by accessing their "Orders" page, and then clicking on the specific order, followed by the link "Leave Seller Feedback." Customers can submit one feedback rating per order. Like a product review, seller feedback consists of a rating of one to five stars and can be accompanied by comments. Customers have 90 days from the order date to leave their feedback rating and comments.

29. Below is an excerpt from a seller page where a customer can leave seller feedback:

Rate Seller



Item arrived by March 28, 2022?

☐ Yes ☐ No

Estimated Delivery Date: March 28, 2022 - March 28, 2022

Item as described by the seller?

☐ Yes ☐ No

Prompt and courteous service? (If you contacted the seller)

☐ Yes ☐ No ☐ Did not contact

Comments:

Please enter comments here about your experience with this seller.

No HTML

The name "[REDACTED]" will be displayed with your feedback. [Use a different name](#)

Submit Feedback

30. The seller's overall feedback rating is displayed beneath the seller's name on the seller's public profile page.

31. Product reviews, seller feedback, and other content can impact product sales in multiple ways. Most immediately, positive product reviews can encourage customers to purchase a particular product, and negative reviews can discourage customers from purchasing a particular product. In addition, reviews can influence a product's sales ranking: Amazon records and publishes "rankings" of products sold in its stores, which are based on sales. Amazon uses

1 product sales data to create its Best Seller Rank, and also provides best seller lists for categories
2 and subcategories of products. This information is updated hourly to reflect recent and historical
3 sales of nearly every product sold. This information helps customers understand which products
4 are popular and how their sales are trending, which may help influence shopping decisions. As
5 such, product reviews can indirectly increase a product's sales rank.

6 32. Additionally, where a customer decides to sort results of a search by average
7 rating, the reviews and star ratings of a product directly impact the order in which that customer
8 sees products, with the product containing the highest average star rating appearing at the top of
9 the list.

10 33. Seller feedback similarly can influence sales and a seller's ranking. This
11 information helps customers understand which sellers provide the best service, information that
12 may help influence shopping decisions. As such, positive seller feedback can indirectly increase
13 sales and a seller's rank.

14 34. Conversely, negative seller feedback may indirectly hurt sales and lower a seller's
15 rank. A high proportion of negative feedback also may result in Amazon restricting a seller's
16 privileges, including suspending seller-fulfilled orders. Accordingly, fake positive seller
17 feedback can fraudulently reduce sellers' negative feedback rates, and thereby help them to
18 evade consequences for poor customer service.

19 35. Manipulating seller feedback can also help sellers unfairly take advantage of
20 perks in Amazon's stores, including the likelihood that a seller's products are selected as
21 "Featured Offers." "Featured Offers" are offers for additional products that Amazon displays on
22 a product detail page with an "Add to Cart" button that customers can use to add items to their
23 shopping carts. Because the seller's quality of customer service is considered "among other
24 things" by Amazon in selecting "Featured Offers," producing fake positive feedback increases
25 the likelihood a seller will be selected for this perk.

26
27

V. BUYER AND SELLER POLICIES AGAINST FAKE PRODUCT REVIEWS AND OTHER FAKE CONTENT, AND AMAZON’S PREVENTION EFFORTS.

36. Amazon strictly prohibits any attempt to manipulate product reviews, seller feedback, and other content, and expressly prohibits compensated reviews, feedback, and content.

37. In order to review a product, provide seller feedback, or post other content in Amazon’s stores, an individual must have an Amazon customer account. When signing up for an Amazon customer account, the user is notified on the “Create Account” screen that “[b]y creating an account you agree to Amazon’s Conditions of Use,” and is provided with a hyperlink to Amazon’s Conditions of Use.⁵ As a result, each person who reviews products, posts seller feedback, or posts other content, has agreed to and is bound by Amazon’s Conditions of Use.

38. By agreeing to the Conditions of Use, each reviewer and/or content contributor enters into a contractual relationship with Amazon.

39. The Conditions of Use require that content posted in the Amazon Store is accurate and will not cause injury to any person or entity. The Conditions of Use further provide that in posting content in the Amazon Store, users “may not use a false e-mail address, impersonate any person or entity, or otherwise mislead as to the origin of . . . content.”⁶

40. Furthermore, any person who uses Amazon’s “community features”—which include providing “[r]eviews (including star ratings),” “Questions and answers,” and “Helpful votes”—agrees to and is bound by Amazon’s Community Guidelines.⁷

41. Amazon’s Community Guidelines prohibit:

- Creating, editing, or posting content about the seller’s own products or services.
- Creating, modifying, or posting content in exchange for compensation of any kind or on behalf of anyone else.

⁵ Conditions of Use.

⁶ *Id.*

⁷ Community Guidelines.

- Offering compensation or requesting compensation in exchange for creating, modifying, or posting content.⁸

42. Separately, each seller who lists a product for sale in the Amazon Store has agreed to and is bound by the applicable version of the Amazon Services Business Solutions Agreement (“BSA”).⁹

43. By agreeing to the BSA, each seller enters into a contractual relationship with Amazon. The BSA incorporates Amazon’s Community Guidelines.

44. The BSA also incorporates Amazon’s Customer product reviews policies,¹⁰ which expressly warn sellers that they may not offer a financial reward, discount, free products, or other compensation in exchange for a review, and may not offer to provide a refund or reimbursement after the buyer writes a review.

45. Amazon’s seller-facing website Seller Central provides additional guidelines to sellers:¹¹

If you decide to ask a buyer to leave a review, you may not ask for a positive review or ask for reviews only from buyers who had a positive experience, nor may you ask customers to change or remove their review, or attempt to influence the review. For example, you may not offer any compensation for a review, including money or gift cards, free or discounted products, refunds or reimbursements, or any other future benefits.

Can I offer a voucher or a free gift?

We do not permit reviews or votes on the helpfulness of reviews that are posted in exchange for compensation of any kind, including any of the following:

- Payment (including money or gift cards)
- Refund or reimbursement, including through non-Amazon payment methods
- Free product
- Entry to a prize drawing or competition

⁸ *Id.*

⁹ “Business Solutions Agreement,” https://sellercentral.amazon.com/gp/help/external/G1791?language=en_US (accessed Oct. 28, 2024) (BSA applicable to sellers listing products in the U.S. Amazon Store).

¹⁰ “Customer product reviews policies,” https://sellercentral.amazon.com/gp/help/external/GYRKB5RU3FS5TURN?language=en_US (accessed Oct. 28, 2024).

¹¹ “Answers to Questions About Product Reviews,” https://sellercentral.amazon.com/gp/help/external/G201972160?language=en_US (accessed Oct. 28, 2024).

- Discounts on future purchases
- Other gifts

46. Amazon’s Seller Code of Conduct, which is also incorporated into the BSA, makes clear that sellers “may not attempt to influence or inflate customers’ ratings, feedback, and reviews.”¹² Among the conduct the Seller Code of Conduct prohibits is “[p]ay[ing] for or offer[ing] an incentive (such as coupons or free products) in exchange for providing or removing feedback or reviews” and “[r]eview[ing] your own products or a competitors’ products, and [a]ttempting to damage another Seller, their listings or ratings.”¹³

47. Thus, the contracts that govern sellers’ and customers’ access to the Amazon Store prohibit creating, posting, offering, or soliciting fake product reviews, fake feedback, and other fake content.

48. Unfortunately, at times bad actors try to gain unfair advantages for their products in Amazon’s stores by paying for false, misleading, and inauthentic product reviews, feedback, and other content. Fake product reviews, fake feedback, and other fake content can significantly undermine the trust that customers, sellers, and manufacturers place in Amazon, which in turn tarnishes Amazon’s brand.

49. Amazon takes the integrity of its product reviews, seller feedback, and other content extremely seriously. Amazon’s goal is to detect and remove fake product reviews, fake feedback, and other fake content before a customer ever sees them, and thus Amazon invests significant financial and personnel resources to protect its stores from abuse. As part of its efforts to ensure the authenticity of reviews, feedback, and other content, Amazon has developed sophisticated solutions to detect and remove such fake reviews, feedback, and other content from its stores. Amazon analyzes reviews that are submitted and continues to scour its stores for published fake reviews and content, stops and/or removes fake reviews and content when it finds

¹² “Seller Code of Conduct,” https://sellercentral.amazon.com/gp/help/external/G1801?language=en_US (accessed Oct. 28, 2024).

¹³ *Id.*

1 them, and takes enforcement actions against bad actors who post and/or purchase fake reviews,
2 feedback, and content. Among other enforcement actions, Amazon prevents certain customer
3 accounts that have engaged in fake reviews, fake feedback, and fake content from contributing
4 reviews, feedback, and content in the future. And when Amazon identifies reviews with fake
5 “Helpful” votes, it investigates further. If the review is authentic but the votes are fake, Amazon
6 will “zeroweight” the votes so that they do not contribute to the review’s ranking on the product
7 listing page.

8 50. Customers can report a product review as a violation of Amazon’s policies by
9 clicking the “Report” button, which is next to the “Helpful” button at the bottom of each product
10 review. When a customer clicks “Report,” a new “Submit a report” window pops up and states:
11 “A few common reasons customers report reviews: . . . Given in exchange for cash, discounts[.]
12 When we get your report, we’ll check if the review meets our community guidelines. If it
13 doesn’t, we’ll remove it.” When a customer reports abuse, Amazon will investigate the review
14 and, depending on its investigation, may delete the review from the product listing page and take
15 other action. Using a desktop platform, customers can also report fake product reviews and
16 content to Amazon by selecting the “Report incorrect product information” button on each
17 product listing page in Amazon’s stores. When a customer clicks the “Report incorrect product
18 information” button, a dropdown menu provides the customer the option to report that a product
19 is illegal, unsafe, or suspicious, with sub-dropdowns that include “Reviews/Questions and
20 Answers contain illegal content,” and “Product review is fake or illegal,” among other options.
21 Reviews submitted through this button will be investigated and actioned appropriately.

22 51. Amazon is constantly innovating to improve its ability to identify and remove
23 fake product reviews, fake feedback, and other fake content, but when that abuse takes place
24 away from Amazon’s stores, bad actors are emboldened to act in direct contravention of
25 Amazon’s policies and the law.

VI. DEFENDANTS' DECEITFUL ACTS

52. On or about September 16, 2023, Defendants obtained the domain name Bigboostup.com, a website through which they operated their illicit business of selling fake product reviews to bad actors, among other illicit services targeting Amazon and a variety of other companies and organizations.

53. Defendants expressly targeted their fake review services at the Amazon Store. As discussed in Section I, Defendants sold packages of fake product reviews to bad actors operating Amazon selling accounts at prices ranging from \$60 (USD) for one fake review to \$2,680 (USD) for fifty fake reviews.

54. On information and belief, Defendants or their agents used Amazon customer accounts that they controlled to post the fake product reviews on bad actors' product listing pages. On further information and belief, Defendants required bad actors to reimburse them for the purchase price of the bad actors' products in addition to paying Defendants' fees.

55. The Website provided a drop-down menu where a bad actor could select the number of reviews desired, ranging from 1 fake review to 50 fake reviews. After selecting a fake reviews package, bad actors remitted payment to Defendants via PayPal, cryptocurrency, or direct bank transfer.

56. Defendants advertised that their fake product review service was "100% safe," and offered a "100% money-back guarantee." Defendants' assurances were intended to convey to bad actors that their fake reviews would not be detected and removed by Amazon. In fact, Defendants promised bad actors that "[w]ith our reviews, you can be sure that the reviews are genuine and will not be removed by Amazon." Defendants also promised "very fast delivery" of their fake reviews.

57. Defendants advertised that they would post each fake product review using a customer account that had a "unique profile" and which was "verified or created using a dedicated email [address]." This statement demonstrated Defendants' efforts to create the false appearance that their fake reviews were authentic evaluations from real customers.

1 58. Defendants knew and intended that their illicit business of selling fake product
2 reviews would improperly mislead customers and manipulate the published ratings and ranking
3 of products listed for sale in Amazon's stores. For example, as detailed in Section I, Defendants
4 told bad actors that "[i]f you want to get an edge over the competition, buying reviews on
5 Amazon is one of the most effective ways to do this." They further explained that "Amazon
6 reviews play a huge role in changing customers' minds and whether [customers] buy" the bad
7 actors' products. Defendants also promised that their fake reviews would "improve [bad actors']
8 product ratings" and would help bad actors "grow [their] sales." Finally, Defendants assured bad
9 actors that their fake five-star reviews would "never drop [i.e., lower] the [bad actors' product]
10 rating."

11 59. Defendants also knew that Amazon's policies and contracts with sellers and
12 product reviewers prohibit fake product reviews and other fake content. Defendants therefore
13 knew that they were violating Amazon's policies and contracts, and knew and intended that the
14 reviewers and bad actors using their fraudulent services would violate Amazon's policies and
15 thus their contracts with Amazon. For example, as detailed in Section I, Defendants admitted that
16 "[b]uying Amazon reviews or misleading reviews is strictly prohibited and can have serious
17 consequences." Defendants similarly stated that "[i]t is important to note that Amazon strictly
18 prohibits any attempt to manipulate the review system, and engaging in such practices may result
19 in penalties for the seller, including suspension of their Amazon account" and that "fake or
20 motivated reviews can damage a product's reputation and Amazon customers' trust in the
21 platform." Defendants' admissions demonstrated their awareness that they were violating
22 Amazon's policies and contracts, and were also causing the bad actors who use their services to
23 violate Amazon's policies and contracts.

24 60. In summary, Defendants' statements and conduct showed their intent to deceive
25 Amazon and Amazon's customers, and their knowledge that they were interfering with
26 Amazon's policies and contracts.
27

61. As noted in Section I, Defendants deactivated the Website before this Complaint was filed. On information and belief, Defendants may be continuing their fraudulent activities through other means.

62. In addition to advertising deceptive services targeting Amazon's stores, the Website also advertised fake reviews and other deceptive services that target at least seven other companies and organizations. For example, the Website offered fake review services targeting Google and Google Maps.

VII. REPUTATIONAL HARM TO AMAZON AND HARM TO THE PUBLIC

63. Fake product reviews, fake feedback, and other fake content significantly undermine the trust that customers, sellers, and manufacturers place in Amazon, which in turn tarnishes Amazon's brand.

64. Product reviews, ratings, seller feedback, and other content are an important part of a customer's shopping experience, and customers rely on the accuracy and authenticity of reviews, feedback, and other content to inform their shopping decisions. Fake product reviews harm customers by providing misleading information about the quality, authenticity, and nature of products. Similarly, fake seller feedback harms customers by providing misleading information about a seller, including the seller's responsiveness to customers, shipping times, and overall reliability. When reviews, feedback, and other content are false, inaccurate, or misleading, customers' expectations for quality and performance are not fulfilled. Customers are also harmed when a seller that would not be allowed to sell in Amazon's stores because of a low seller feedback rating—reflecting poor customer service—remains active because that seller fraudulently obtained fake positive seller feedback to evade consequences.

65. When product reviews, ratings, seller feedback, and other content are not trustworthy, customers lose confidence in the quality and performance of products and associated ratings in Amazon's stores, as well as the reliability of Amazon sellers, and are less likely to purchase products. This loss of confidence damages the goodwill Amazon has built with its customers and harms Amazon's reputation.

66. Fake customer votes that mark a review “Helpful” similarly mislead customers. By manipulating the placement of reviews on a product listing page, Defendants skew the reviews that are shown to customers, resulting in further erosion of customer trust in Amazon. Posting fake customer “questions” and “answers” on product listing pages, as well as “voting” on those questions, similarly mislead Amazon customers about the quality and performance of products and associated ratings in Amazon’s stores.

67. Fake product reviews, fake feedback, and other fake content also threaten to undermine the trust of entrepreneurs who sell products in Amazon’s stores. When bad actors use fake product reviews, fake feedback, and other fake content to gain an unfair advantage, they harm sellers who play by the rules and earn positive reviews and feedback by offering high-quality products and excellent customer service. In turn, these sellers lose faith in the integrity of Amazon’s stores.

68. Customers who become aware of these unfair and prohibited practices, as well as those to whom bad actors offer incentives to leave fake product reviews, fake feedback, and other fake content, could lose trust in Amazon as a resource for unbiased product reviews and other content.

69. In sum, as a result of bad actors’ fraudulent conduct, Amazon and its customers have suffered substantial harm.

FIRST CLAIM FOR RELIEF
Consumer Protection Act (RCW Ch. 19.86)

70. Amazon incorporates by reference the allegations of each and every one of the preceding paragraphs as though fully set forth again.

71. Defendants have engaged in unfair and deceptive acts and practices occurring in trade or commerce in violation of the Washington Consumer Protection Act, RCW Ch. 19.86.

72. Defendants’ actions were injurious to the public interest. The acts were committed in the course of Defendants’ business and caused the public dissemination of false product

1 reviews designed to trick consumers. Defendants' acts had the capacity to and did harm
2 consumers.

3 73. Defendants' unfair and deceptive business practices have unjustly harmed
4 Amazon and are causing Amazon to suffer damages.

5 74. Amazon is entitled to treble damages, attorneys' fees, and costs, pursuant to RCW
6 19.86.090.

7 75. As a result of Defendants' unfair and deceptive acts and practices, Amazon has
8 also suffered irreparable injury and, unless Defendants are enjoined from such acts and practices,
9 will continue to suffer irreparable injury, whereby Amazon has no adequate remedy at law.

10 **SECOND CLAIM FOR RELIEF**
11 **Breach of Contract**

12 76. Amazon incorporates by reference the allegations of each and every one of the
13 preceding paragraphs as though fully set forth again.

14 77. By signing up for customer accounts in the Amazon Store, logging into those
15 accounts, and posting product reviews in the Amazon Store, or by directing their agents to create
16 customer accounts and post reviews in the Amazon Store, among other activities, Defendants
17 have accepted and at all relevant times were bound by Amazon's Conditions of Use and
18 Community Guidelines.

19 78. Amazon fully performed all of its obligations under the Conditions of Use and
20 Community Guidelines.

21 79. Defendants have materially breached Amazon's Conditions of Use and
22 Community Guidelines by, among other actions, (1) creating or directing their agents to create
23 customer accounts for the purpose of evading Amazon's detection tools and violating Amazon's
24 policies, (2) requesting and accepting compensation for creating and posting fake product
25 reviews in the Amazon Store, and (3) posting or directing their agents to post fake product
26 reviews in the Amazon Store that are misleading and injurious to others.
27

1 80. Defendants' breaches of Amazon's Conditions of Use and Community Guidelines
2 have resulted in damage to Amazon.

3 **THIRD CLAIM FOR RELIEF**
4 **Intentional Interference with Contractual Relations**

5 81. Amazon incorporates by reference the allegations of each and every one of the
6 preceding paragraphs as though fully set forth again.

7 82. Amazon maintains contracts with each seller of goods in the Amazon Store as
8 each such seller agreed to the Amazon Services Business Solutions Agreement and other policies
9 maintained on the Amazon seller website.

10 83. Amazon maintains contracts with each reviewer of products and each feedback
11 and content provider in the Amazon Store as each such user agreed to Amazon's Conditions of
12 Use and Community Guidelines.

13 84. Defendants have knowledge of these contracts and the contractual prohibitions
14 against fake and paid product reviews and other fake content, and attempting to damage or abuse
15 other sellers, their listings, or their ratings.

16 85. Defendants intended to disrupt and, with malice and through unfair means did
17 interfere with the performance of these contracts.

18 86. As a result of Defendants' actions, Amazon has been harmed.

19 **FOURTH CLAIM FOR RELIEF**
20 **Unjust Enrichment/Restitution**

21 87. Amazon incorporates by reference the allegations of each and every one of the
22 preceding paragraphs as though fully set forth again.

23 88. Defendants unjustly received benefits in the form of payments from bad actors
24 operating Amazon selling accounts in exchange for their deceptive services. Defendants obtained
25 these benefits at Amazon's expense and through their wrongful conduct, which included their
26 interference with Amazon's business relationships and other unfair business practices.
27

1 Defendants continue to unjustly retain these benefits at Amazon's expense. It would be unjust for
 2 Defendants to retain any value they obtained as a result of their wrongful conduct.

3 89. Amazon is entitled to the establishment of a constructive trust consisting of the
 4 benefit conferred upon Defendants by the revenues derived from their wrongful conduct at
 5 Amazon's expense and all profits derived from that wrongful conduct. Amazon is further entitled
 6 to full restitution of all amounts by which Defendants have been unjustly enriched at Amazon's
 7 expense.

8 **VIII. PRAYER FOR RELIEF**

9 WHEREFORE, Amazon respectfully requests judgment as follows:

10 1. That the Court issue injunctive relief against Defendants and that Defendants,
 11 their officers, agents, servants, employees, attorneys, and all others in active concert or
 12 participation with Defendants, be enjoined and ordered to:

13 (a) Cease and desist from any activity involving selling or facilitating the sale
 14 of, and posting or directing any person or entity to post, fake or incentivized product
 15 reviews, fake seller feedback, and other fake content in Amazon's stores;

16 (b) Provide information sufficient to identify each product review, seller
 17 feedback, and all other fake content in Amazon's stores created in exchange for payment
 18 or any other incentive and the accounts and persons who created or paid for such reviews,
 19 feedback, and other content;

20 (c) Cease and desist from assisting, aiding, or abetting any other person or
 21 business entity in engaging in or performing any of the activities referred to in
 22 subparagraph (a) above; and

23 (d) Disable, transfer to Amazon, and cease hosting the BigBoostUp domain
 24 and any other domains and websites through which Defendants engage in the
 25 aforementioned enjoined activities;

26 2. That the Court enter an Order authorizing Amazon to give notice of the injunction
 27 to the domain registrars, domain hosts, and domain registries for BigBoostUp and any other

domains and websites through which Defendants engage in the aforementioned enjoined activities, and to require those registrars, hosts, and registries (1) to transfer or otherwise assign to Amazon control and ownership of the BigBoostUp domain and any other domains and websites through which Defendants engage in the aforementioned enjoined activities, and (2) to cease providing services to Defendants involving hosting, facilitating access to, or providing any supporting services to BigBoostUp and any other domains and websites through which Defendants engage in the aforementioned enjoined activities;

3. That the Court enter an Order requiring Defendants to disgorge their profits and declaring that Defendants hold in trust, as constructive trustees for the benefit of Amazon, their illegal profits gained from the sale of fake product reviews, fake seller feedback, and other fake content, and requiring Defendants to provide Amazon with a full and complete accounting of all amounts obtained as a result of Defendants' illegal activities;

4. That the Court enter an Order instructing Defendants, jointly and severally, to pay Amazon's general, special, actual, and statutory damages, including treble damages pursuant to RCW Ch. 19.86;

5. That the Court enter an Order requiring Defendants to pay Amazon both the cost of this action and attorneys' fees incurred in prosecuting this action; and

6. That the Court grant Amazon such additional and further relief as is just and proper.

DATED this 28th day of October, 2024.

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